

PRODUCT BUSINESS TERMS AND CONDITIONS FOR TRADING IN DOMESTIC SECURITIES OF UNICREDIT BANK CZECH REPUBLIC AND SLOVAKIA, A.S.

(hereinafter referred to as the “Product Business Terms and Conditions”)

Life is full of ups and downs.
We're there for both.

Welcome to
 **UniCredit Bank**

1. DEFINITION OF TERMS

“**Bank**” refers to UniCredit Bank Czech Republic and Slovakia, a.s., having its registered address at Prague 4–Michle, Želetavská 1525/1, Postal Code 140 92, Company ID 64948242, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file 3608.

“**Exchange**” refers to Prague Stock Exchange, a.s., having its registered address at Rybná ul. 682/14, 110 00 Prague 1, Czech Republic, Company ID 47115629.

“**Agreement**” refers to the Framework Agreement on Trading in Domestic Securities

“**Customer**” denotes the person or entity that concluded the Agreement with the Bank.

“**Order**” is an order of the Customer for procuring a purchase or sale of Securities.

“**Account**” refers to the account of the Customer maintained at the Bank in CZK, which is stated in the heading of the Agreement in the table Data about the Customer.

“**CNB**” stands for the Czech National Bank, as defined by the Act on Capital Markets Supervision.

“**Investment Questionnaire**” is a document of the Bank that serves as the basis for obtaining information about the Customer in accordance with legal regulations governing the conditions for providing investment services for the purpose of advising the Customer with regard to investment instruments (including Securities) that may not be appropriate from the viewpoint of the Customer’s expert knowledge and experience in the investments area, or, as the case may be, may not be suitable in consideration of the Customer’s financial situation and/or investment goals.

“**Asset Account at the CSDP**” refers to the owner’s asset account maintained at CSDP for the Customer.

“**Asset Account at the Bank**” refers to an account established and maintained by the Bank in its internal system for the Customer. At the Customer’s account at the Bank there are maintained and registered the Customer’s securities entrusted to the Bank for the purpose of the provision of investment services in accordance with the Agreement. The Asset Account at the Bank can be either the owner’s asset account in accordance with the provisions of Section 526 of the Civil Code, or in accordance with another legally recognised registry of Securities, or it may be an account of purely evidentiary nature maintained by the Bank for the Customer separate from any legally recognised registry of Securities or in parallel with such registry (if, for example, Securities are registered simultaneously for the Customer at the Asset Account at the CSDP or otherwise at the owner’s account in the central registry of book-entered securities);

“**Civil Code**” means Act No. 89/2012 Coll., the Civil Code, as subsequently amended.

“**General Business Terms and Conditions**” mean the General Business Terms and Conditions of UniCredit Bank Czech Republic and Slovakia, a.s.

“**Trading Day**” is a business day in which there are bids and offers for Securities on a relevant market.

“**Remuneration**” refers to remuneration of the Bank for executing Orders and for providing the investment services of custody and/or administration of purchased securities, including related services, as established by the Price List or as arranged in the Agreement.

“**Valid Market Rules**” are the valid legal regulations of the Czech Republic, resolutions, decrees, and customary or general practices of state

and regulatory authorities in the Czech Republic, as well as the rules, decrees, and customary or general practices of the Exchange and of other markets in which Securities are traded, the rules of settlement systems and the operating rules and regulations of CSDP or of other entities entitled to maintain central or independent recording of Securities in the Czech Republic in accordance with the Act on Capital Market Undertakings.

“**Funds**” refers to funds that are recorded in the Account of the Customer maintained by the Bank and which are used for the purchase of Securities on the basis of the Agreement or which are transferred to the Customer’s Account by the Bank from the sale of Securities on the basis of the Agreement.

“**Policy on Order Execution**” is a special Bank document by which the Bank establishes rules for executing customers’ Orders through the application of which in executing the Orders ensure that the best possible trading outcome is always achieved for the Customer.

“**CSDP**” stands for Central Securities Depository Prague, having its registered address at Rybná 14, 110 00 Prague 1, Czech Republic, Company ID 25081489, which is an entity authorised under the Act on Capital Market Undertakings and on the basis of a licence granted by the Czech National Bank to conduct central registration of book-entered securities in the Czech Republic. Moreover, CSDP is the operator of a settlement system for securities trades.

“**Domestic Securities**” – hereinafter just “**Securities**” – refer to certain investment instruments, essentially including book-entered securities registered in the central registry of book-entered securities maintained by the CSDP, collective investment securities designated by the Bank registered in the central registry or independent registry, and bonds represented by a share in a collective bond issued by another issuer than the Bank. Futures are specifically not designated by the Bank to be securities.

“**Settlement Amount**” refers to the amount corresponding to the purchase price (volume) of a trade concluded on the basis of an Order, including the Remuneration and transaction costs under the Agreement.

“**Act on Capital Market Undertakings**” refers to Czech Republic Act No. 256/2004 Coll., on capital market undertakings, as subsequently amended.

“**Act on Capital Markets Supervision**” refers to Czech Republic Act No. 15/1998 Coll., on capital markets supervision and on the amendment and supplementation of other acts, as subsequently amended.

“**Inside Information**” refers to precise information that directly or indirectly concerns an investment instrument that was admitted for trading on a regulated market of a European Union member state or whose admission for trading on a regulated market of a European Union member state was requested (hereinafter just a “**financial instrument**”), or that concerns another instrument that was not accepted for trading on a regulated market of a European Union member state and whose value is derived from such a financial instrument, or that concerns the issuer of such investment instruments or other facts significant for the development of the quote or other price of such financial instrument or its return, if this information is not publicly known and if after it would become publicly known it could significantly affect the price or return of that investment instrument or of another instrument whose value is derived from that financial instrument.

Unless specifically defined in the Product Business Terms and Conditions, terms written with initial capital letters have the same meaning as in the Agreement and in the General Business Terms and Conditions.

2. SUBJECT OF AGREEMENT

2.1 The Bank, as an entity licensed by the CNB to carry out the activities of a securities dealer in accordance with the Act on Capital Market Undertakings, and based upon an Agreement concluded with the Customer, provides, for trading of Securities in its own name and on the Customer's account or on the account of its customers or provides other investment services, doing so in conformity with the Orders of the Customer, with its own Policy for Executing Orders, and under the terms and conditions stipulated in the Agreement, in the Product Business Terms and Conditions, in the General Business Terms and Conditions and in the Valid Market Rules.

2.2 The Customer is obliged to pay Remuneration to the Bank for its activity in accordance with the Bank's valid Price List or the Agreement and to cover other costs in conformity with the Agreement.

3. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

3.1 The Bank is obliged always to record the Customer's assets separate from its own assets.

3.2 The Bank may require the Customer's written consent for the performance of a specific service if the Customer will or could incur additional, in particular financial, obligations from its performance. The Bank is entitled to refuse to perform a service (accept an Order) that could, according to the Bank's view, have a substantial negative impact on the Customer's financial situation or his or her rights.

3.3 If the Bank legitimately suspects that providing a service based on an Order could lead to market manipulation or that Inside Information was used in issuing the Order, it will alert the Customer to such fact and ask him or her for an explanation of the Order's purpose or will suggest a different method of achieving that purpose that cannot be considered as market manipulation or the use of Inside Information. If even after the Customer's explanation the Bank legitimately suspects that providing the service based on the Order may lead to market manipulation or that Inside Information was used, or that the Customer does not accept a different method of achieving that purpose that cannot be considered as market manipulation or the use of Inside Information, the Bank will not execute the Order, will make a record of it and will notify the Customer of this immediately, usually in written documentary form.

3.4 In providing services, the Bank is entitled to employ another authorised entity of its choice for fulfilling its obligations, unless explicitly agreed otherwise. In accordance with this arrangement, the Bank is explicitly authorised by the Customer, and thus entitled, to conclude a contract in the name and on the account of the Customer, if such will be necessary due to the nature of the matter.

3.5 At the Customer's request, the Bank will provide the Customer information on individual settlement systems of which the Bank is a member and on the rules of their operation.

3.6 Depending on the type and extent of a requested service, the Bank is, in accordance with the valid legal regulations, entitled and obliged to provide the investment service in a manner taking into account information about the Customer's expert knowledge and experiences in investing in investment instruments. If the Bank deems an Order submitted by the Customer to be unsuitable or improper, it is obliged to alert the Customer to such fact upon the Order's submission, but, at the same time, it is entitled to execute such Order at the Customer's risk.

3.7 All orders and other operations that the Customer makes on the basis of the Agreement in relation to the Bank are regarded as operations made in the name and on the account of the Customer. The Bank always regards the Customer as its own customer in the sense of the Act on Capital Market Undertakings, even regardless of whether the Customer had informed the Bank that he or she acts on the account of or on behalf of another person or entity, or such results from the nature of the matter. Under no circumstances will such a person or entity be regarded as a Customer of the Bank.

3.8 The Bank verifies the Customer's signature on Orders for the purchase and sale of Securities, as well as on instructions for changes or cancellation of Orders, according to the valid specimen signature of the Asset Account at the Bank (hereinafter referred to as the "Specimen Signature").

3.9 In matters of Securities trading, and in particular in submitting Orders for the purchase or sale of Securities or for their change or cancellation, persons other than the Customer may act in the Customer's name only if they are stated on the Specimen Signature, or on the basis of a special, written power of attorney submitted by the Customer and containing explicit authorisation for all or particular such operations (hereinafter referred to as an "authorised person"). The Customer's signature on the power of attorney must be officially verified, unless the power of attorney is signed in person in the presence of an employee of the Bank.

3.10 If an authorised person submits a written Order, his or her signature on the Order must be officially verified, unless it is signed in the presence of an employee of the Bank or the authorised person is stated on the Specimen Signature and his or her signature can thus be verified in this way.

3.11 The Customer is obliged to inform the Bank, in writing and without undue delay, of all changes to his or her personal information or to information about the person or persons authorised by the Customer to submit Orders and to duly substantiate these changes. The Bank is not liable for damages arising from failure to report such changes. This article does not affect the governing of exclusion or limitation of the Bank's liability according to the General Business Terms and Conditions and the Product Business Terms and Conditions.

3.12 The Customer is obliged to inform the authorised person or persons regarding the Agreement, the Product Business Terms and Conditions and the General Business Terms and Conditions and is responsible for their observance by such persons.

3.13 The Bank may be exempted from its obligation to procure a purchase or sale of Securities under the Agreement and the Product Business Terms and Conditions by selling to the Customer a Security from its own portfolio or by itself purchasing a Security from the Customer.

3.14 The Bank and the Customer have agreed and declare that the Bank in providing custody of the Securities and performing the activities according to the Agreement does not perform custody of the Securities or Funds on the Customer's account as custody of foreign property as defined by the provisions of Section 1400 et seq. of the Civil Code. In order to exclude all doubt, the Bank and the Customer have agreed that the provisions of Sections 1400–1447 of the Civil Code do not apply to their Agreement on custody of Securities or Funds on the Customer's account, or to any other provisions of the Agreement.

4. EXTENT AND METHOD OF THE BANK'S PROVIDING INVESTMENT SERVICES

On the basis of the Agreement, the Product Business Terms and Conditions and the General Business Terms and Conditions, the Bank provides the following investment services:

- receiving and handing over of Orders relating to Securities,
- execution of Orders relating to Securities for the account of a third party,
- administration of Securities maintained in CSDP and related services,
- custody of Securities that are book-entered collective investment securities, also including maintenance of a registry of Securities that are book-entered collective investment securities, at the relevant asset account of the Bank as the account of the customer, at the relevant Asset Account at the CSDP, or at the relevant Asset Account at the Bank.

5. NOTICE OF INVESTMENT RISKS

5.1 In signing the Agreement, the Customer confirms that he or she is aware of and fully consents to the following:

- a) Securities and/or services in respect of which it is possible to submit an Order to the Bank may not be suitable for every Customer. If he or she is not closely acquainted with their principles, he or she should not use such services of the Bank.
- b) Rates, prices, returns, gains, performances or other parameters attained by individual Securities in the past may not in any case serve as an indicator or guarantee of future rates, prices, returns, gains, performances or other parameters of Securities, and these rates, prices, returns, gains, performances and other parameters of Securities which are or may be the subject of Customer's Orders may change over time – both rising and declining. Return of the originally invested amount is not guaranteed.
- c) Securities denominated in foreign currencies are also subject to fluctuations resulting from changes of currency exchange rates, which can have both positive and negative effects on their rates, prices, gains or returns occurring in other currencies, or their other parameters.

5.2 In connection with receiving Orders from a Customer, the Bank provides no legal, tax, accounting or similar consultancy. The provision of the first sentence does not relate to the providing of information on developments in the capital markets, familiarising the Customer with publicly available analyses or evaluations produced by the Bank or other entities, and providing investment recommendations of the Bank in the sense of the provisions of Section 1.25, paragraph 6 of the Act on Capital Market Undertakings. Investment decisions are always made at the Customer's sole discretion, and the Customer bears full responsibility for them.

5.3 Payments of returns from holding or transacting in Securities are subject to taxation, and other fees may be charged in accordance with the valid legal regulations. Unless the relevant regulations or the Agreement stipulate otherwise, the Bank does not provide for the Customer settlement of any taxes or fees in connection with providing services under the Agreement. The Customer bears the responsibility for taxation of returns from holding or selling Securities according to the valid legal regulations.

6. RECEIVING AND EXECUTING ORDERS

6.1 The Bank procures a purchase or sale of Securities and provides the related investment services on the basis of the Customer's Order,

if that Order is submitted in accordance with the relevant provisions of the Agreement, the Product Business Terms and Conditions and the General Business Terms and Conditions.

6.2 Orders must be issued in written documentary form, unless a different method of submitting Orders is contractually agreed between the Customer and the Bank. A written Order must be presented in person by the Customer or in person by the Customer's authorised representative at the relevant premises of the Bank, using a computer-processed or printed form that the respective Bank officer shall fill out according to the requirements of the Customer or of the Customer's authorised representative and sign jointly with the Customer or the Customer's authorised representative. In signing the Order form processed in such manner, the Customer or the Customer's authorised representative confirms the accuracy of its contents. The compulsory data for an Order is given in sample Order forms in accordance with the Product Business Terms and Conditions. If the data on the printed Order form differs from the mandatory data established in the Product Business Terms and Conditions, the contracting parties agree that the data stated on the printed Order form is considered decisive.

6.3 The Customer's Order must contain in particular the following data:

- a) Customer identification (in particular, company or business name/first and last names, registered address/permanent residential address, company ID number/birth identification number or date of birth for foreigners, or a substitute identification number for foreign legal entities, type and number of an identification document and, for foreigners, the passport's country of issue);
- b) ISIN, title or other unique identifier of the Security to which the Order relates;
- c) trade direction (purchase or sale);
- d) quantity (number of pieces) of Securities;
- e) period of the Order's validity;
- f) designation whether or not the Order may be executed only in part; if the Order does not contain such designation, it is understood that the Customer consents also to partial fulfilment of the Order;
- g) name and signature of the Customer or the Customer's authorised representative;
- h) date of the Order's submission;
- i) other data and conditions under which the Order should be fulfilled; the Bank may refuse to accept an Order if it contains conditions that prevent the Order's execution or if unreasonable difficulties or costs would be connected with its fulfilment; the Bank is the judge of such unreasonableness and informs the Customer without delay of an Order's refusal.

6.4 If doing so is not contradictory to the character of the Securities, the Customer's Order may contain a price limit above which the Securities may not be purchased or a price limit below which the Securities may not be sold. If such limit is not established, such limit is understood as the best possible price for which the Securities can be purchased/sold in the period of the Order's validity on the Exchange. For the sake of clarity, it is stated that an Order of the Customer in relation to Securities that are collective investment securities may not contain a price limit, as this contradicts the character of such securities.

6.5 A price-unlimited Order is valid from the time of its reception by the Bank and, if it is not executed, it expires at the end of the Trading Day in which the Bank received the Order. The validity of a price-limited Order is defined by the Customer in the Order, and

in particular within the possibilities of the appropriate market. An Order relating to Securities that are collective investment securities is only valid for one Trading Day. If an Order to execute a trade is not delivered on the given day sufficiently in advance for it to be processed under the proper trading procedure, it will be carried over to the following Trading Day.

- 6.6** The Customer is entitled to submit Orders also by telephone, if this method of submitting Orders is stipulated in the Agreement or by another means of communication that is agreed in the same way, and to do so under the conditions agreed therein. In such cases, the Order must contain at least the requisites stated under letters b) through f) of paragraph 6.3 of this article. In signing the Agreement, the Customer and Bank confirm their mutual agreement that the Bank will use technical means to create audio recordings when Orders are submitted by telephone and which may be used to clarify possible disagreements or ambiguities or in resolving claims regarding such Orders, as well as to provide evidence in case of disputes involving judicial, administrative or other proceedings or in communication with relevant supervisory or other administrative authorities.
- 6.7** Should a Security's price not be established on a given market due to special circumstances at its issuer or on the basis of circumstances under the Valid Market Rules (e.g. cancellation of a trade, suspension of trading, or temporary interruption of trading), all the Orders may cease to be valid in accordance with the Valid Market Rules.
- 6.8** In accordance with the valid legal regulations, the Bank always provides the Customer with information about a recently executed Order (transaction) no later than by the second day from its execution or from the day on which it learned of its execution from third parties. This information is always available to the Customer at the Bank's business locations.
- 6.9** If there is a delay in the trade settlement, the Bank always notifies the Customer of that fact by telephone, in writing or in another appropriate form.
- 6.10** At the same time, the Bank shall secure the corresponding change in the Asset Account at the CSDP or another asset account of the Customer in the relevant register of Securities.
- 6.11** The Customer is entitled to issue only such Order as is in accordance with the extent of his or her authorisation to transact in the Securities to which the Order relates. An Order for sale of Securities may relate only to such Securities to which are connected all separately transferable rights and to which will not be attached either a right of lien or any other rights of third parties. Moreover, an Order for sale of Securities may not be submitted if an agreement has been concluded on the basis of which there will occur, or could occur, a transfer of separately transferable rights connected to these Securities. By issuing an Order, the Customer declares that all the aforementioned conditions are fulfilled and that he or she is fully entitled to submit the Order. In case of doubt, it is deemed that the Customer possesses the necessary authorisation for submitting an Order concerning a given Security.
- 6.12** Should the Customer's Order not contain some of the compulsory data stipulated in the Agreement or by the Product Business Terms and Conditions and should the content of the Order therefore not be entirely clear, the Bank may refuse at its own discretion the Order's execution.
- 6.13** The data contained in the Order must be complete, accurate, clear and comprehensible. The Bank may alert the Customer to Orders that contain deficiencies that could jeopardise the Order's execution. If the Customer does not change or cancel an Order to which he or she was alerted by the Bank in the manner established by the Agreement or the Product Business Terms and Conditions, the

Bank is entitled outright not to execute the Order or to execute it at its best discretion. In fulfilling the Order, the Bank will act with professional care and in the interest of the Customer.

- 6.14** The Bank is entitled at its own discretion to refuse to accept an Order without stating a reason. The Bank is entitled to refuse to accept an Order or to execute an already accepted Order in particular if (a) its content is in conflict with or evades legal regulations, the Product Business Terms and Conditions or provisions of the Agreement; (b) it is unclear, incomplete, or incomprehensible; (c) in the case of a written Order, it is not affixed with the signature of an authorised person; (d) the Customer has not performed actions or operations necessary for executing the Order; (e) the Customer does not have in the Account sufficient funds to settle the entire purchase price including all costs and Remunerations or sufficient Securities in the appropriate asset account; (f) in the Bank's opinion there exist reasonable doubts as to whether all conditions for the Order's execution are or will be satisfied; (g) the Customer has gone into bankruptcy or, as the case may be, bankruptcy was declared or debt relief or reorganisation was granted in relation to the Customer's assets; (h) the Customer has defaulted in fulfilling any of his or her obligations in accordance with the Product Business Terms and Conditions or the Agreement; or (i) any declaration of the Customer pursuant to the Product Business Terms and Conditions or the Agreement proves to be false or incomplete. In determining whether the Customer has sufficient disposable funds, the Bank always takes into account the risks resulting from possible fluctuation in Securities prices and exchange rates.
- 6.15** The Bank is not liable for damages resulting from non-execution of incomplete, imprecise or delayed Orders or for damages incurred due to executing an altered or forged Order, provided that it was unable to recognise such fact and that it acted with all due professional care. Neither this article nor any other article of the Product Business Terms and Conditions or the Agreement affects the governing of exclusion or limitation of the Bank's liability according to the General Business Terms and Conditions.
- 6.16** If the Bank undertakes to execute an Order, it undertakes to do so in accordance with the conditions established in the Policy on Order Execution.

7. ORDER SETTLEMENT

- 7.1** The Bank's responsibility to settle an executed Order (i.e. to ensure the transfer of funds and Securities acquired by the sale or purchase of Securities in accordance with the Order, the Agreement, the Product Business Terms and Conditions and the General Business Terms and Conditions) is conditioned upon the Customer's proper and timely delivery to the Bank of all funds and Securities and submission to the Bank of information and documents essential for ensuring the Order's settlement, and that the Customer does so at or before the time of executing the Order.
- 7.2** Settlement of orders will be carried out under the conditions established in the Agreement, the Product Business Terms and Conditions and the General Business Terms and Conditions.
- 7.3** The Customer is obliged to have an open Account at the Bank for the entire period of the Agreement's validity. After executing an Order, the Bank shall settle the Settlement Amount with the Customer. In settling an Order for the purchase of Securities, the Bank shall debit the Account for the corresponding Settlement Amount, while, in settling an Order for the sale of Securities, the Bank will credit the Settlement Amount to the Account.
- 7.4** If in the stipulated time, but not later than on the standard or agreed day for settling a concluded trade, sufficient financial cover for the Order or already concluded trade is not secured due to the Customer's activity or inactivity, the Bank has the right to

charge the Customer, in addition to the amount due, default interest in the amount defined by the General Business Terms and Conditions as of the date of the trade settlement. The Bank is entitled to debit the amount due, including default interest, from any account maintained at the Bank in the Customer's name.

- 7.5** If the Customer is in default in fulfilling a financial obligation to the Bank under the Agreement, including default in paying any amount of the Remuneration or costs the Customer owes to the Bank under the Agreement, and if such amount due is not paid by the Customer even in an additional period of 15 days from the first day of default, then the Bank is entitled to sell Securities purchased for the Customer in accordance with the Agreement in the Bank's own name and on the Customer's account, in part or in full, and the Bank shall be entitled to use the returns from the sale of the Customer's Securities for the purpose of satisfying and settling its receivables due from the Customer. For this purpose, the Bank is entitled to unilaterally set off the amount acquired from the sale of the Customer's Securities against the amount of the Customer's financial obligations due to the Bank. The Bank shall transfer any potential amount exceeding the Customer's financial obligation due to the Bank to the Customer's account. Before the Bank initiates such sale of the Customer's Securities, it must first inform the Customer in written documentary form of its intention to sell the Customer's Securities or otherwise proceed in accordance with this provision in order to satisfy and settle its receivables due from the Customer. The Bank must also inform the Customer in written documentary form of its intention to unilaterally set off the amount it acquired from the sale of the Customer's Securities against the amount of the Customer's financial obligations due to the Bank. The Bank shall provide the Customer with a sufficient period specified in the notice for paying his or her financial obligations. All costs related to the sale of the Customer's Securities according to this provision are borne by the Customer.
- 7.6** In accordance with the provisions of Article 7.5 of the Product Business Terms and Conditions, the Bank can only sell the Customer's Securities via a securities dealer or another third party with similar competence, and do so at least at the price as established by a European regulated market. However, if the appropriate Securities have not been accepted for trading on a European regulated market, or if their price on a European regulated market cannot be immediately established, the Bank can thus sell the Customer's Securities for no less than the price established based on the expert estimate of a securities dealer or other third party with similar competence authorised by the Bank.
- 7.7** If the nature of the Customer's Securities allows, and if the Customer is in default with the fulfilment of a financial obligation to the Bank under the Agreement, including default on payment of any amount of the Remuneration or costs the Customer owes to the Bank under the Agreement, and if the Customer does not pay this amount due even in an additional period of 15 days, the Bank shall be entitled to register a lien against any of the Customer's Securities.

8. DEPOSIT AND CUSTODY OF SECURITIES

- 8.1** The Bank will provide custody of Securities maintained in CSDP purchased and/or held in accordance with the Agreement, including related services, and in providing this service it will carry out the legal acts specified below necessary for the performance and preservation of the rights connected with the Securities. For purposes of providing administration of Securities in accordance with the Agreement, the Bank is authorised, as administrator for the Asset Account at the CSDP, to establish a right to carry out administration over investment instruments recorded on that asset account.

- 8.2** The Bank will ensure the collection of returns and the principal from the Securities maintained in CSDP. Collected returns and principal from said Securities will be credited without delay to the Account provided that the Bank obtains the amount, and even if the Securities maintained in CSDP are payable at the Bank itself.
- 8.3** The Bank will endeavour to ensure performance of the monitoring of Securities maintained in the CSDP, the subject of which is the tracking and ascertaining of information concerning these Securities. If the Customer's co-operation is necessary for a corporate action concerning the Customer's Securities maintained in CSDP, the Bank will send the Customer a notice and will ask him or her to send written instructions as to how the Bank should proceed in the relevant corporate action. If in the time established in the notice related to his or her Securities maintained in CSDP the Customer gives the Bank no written instruction concerning the imparted information, the Bank has no obligation to take any actions in the given matter, which applies, for example, even for takeover offers, priority subscriptions of shares or options to reinvest dividends into shares. With any corporate actions relating to Securities maintained in CSDP, the tradable rights appertaining to Securities can be sold, provided that the Customer will not deliver to the Bank on the basis of its notice sent to the Customer an order containing his or her differing instruction, and that will be done under the condition of the best bid against a cash payment. New shares will not be purchased, if such is possible as in relation to such corporate action.
- 8.4** The Bank will not provide for the Customer fulfilment of the notification duty under the relevant provisions of the Act on Capital Market Undertakings (in particular the provisions of Section 122).
- 8.5** The Bank will not perform representation of the Customer at general meetings of companies whose Securities the Bank administers for the Customer or exercising of voting rights at those general meetings.
- 8.6** The Bank provides custody of collective investment securities, including related services. Collective investment securities are maintained on the Bank's account as a customer account pursuant to Section 528 of the Civil Code in the appropriate collective investment securities registry and subsequently on the Asset Account at the Bank of the respective Customer as an account owner pursuant to Section 527 of the Civil Code. The Bank also provides custody of non-book-entered Securities, including related services
- 8.7** The Bank registers Securities of the Customer to the Asset Account at the Bank. The Bank provides to the Customer information regarding the status of the assets on this account by means of an account statement as of the final day of a calendar quarter, and it does so always no later than the end of the month following the final day of the relevant quarter, and always no less than once annually. Quarterly statements are not compiled for accounts to which no Securities are registered as of the last day of the quarter.
- 8.8** The Bank will prepare a statement as to the status of the Asset Account at the CSDP based upon the Customer's written instructions. Unless agreed otherwise, such statement will be sent to the Customer's correspondence address stated in the Agreement.

9. TERMINATION OF AGREEMENT

- 9.1** Should the Agreement be terminated by the Customer, the Customer is obliged within 30 days from the day of its termination to provide to the Bank information about the asset account opened at another CSDP participant, or, as the case may be, the asset account opened at an independent collective investment securities register, and to give instructions for registering transfer of the Customer's Securities to such account. The Bank shall perform the

transfers of the pertinent Securities to the asset accounts stated in the instructions forthwith after such instructions are delivered to it from the Customer. Up to the time of carrying out such transfer based upon such instructions, the Customer is obliged to pay to the Bank the Remuneration as well as third-party costs even after the Agreement's validity has ended.

9.2 Should the Agreement be terminated by the Bank, the Bank will advise the Customer to provide the information and to give instructions in accordance with the preceding paragraph. In like manner shall the preceding provisions be followed for paying Remuneration and third-party costs.

9.3 Should there be no securities registered on the Asset Account at the CSDP at such time as the Agreement's validity shall end, then the Bank will provide for closing the Asset Account at the CSDP.

10. REMUNERATION AND OTHER COSTS

The Bank has a right to the Remuneration as established by the Price List for procuring purchase or sale of Securities, for maintaining the Asset Account at the Bank, and for providing other investment services in accordance with the Agreement. In addition to the Remuneration, the Bank is entitled to charge to the Customer costs incurred for the purpose of fulfilling its obligations under the Agreement, i.e., in particular fees from a relevant market and third-party costs (of CSDP and the like).

11. CLAIMS

11.1 If the Customer is convinced that the Bank did not properly fulfil its obligations under the Agreement, he or she is entitled to raise a claim at the Bank.

11.2 A claim must be pursued in accordance with the Bank's claims procedure.

11.3 The Customer shall deliver a claim to the Bank without undue delay after the issue relating to the claim arose, and the Customer will do so in writing in documentary form to the Bank's registered address.

12. COMMUNICATION

12.1 Mutual communication between the Bank and Customer in connection with the Agreement takes place in the manner stipulated in the Agreement or other contractual arrangement and in the Product Business Terms and Conditions. In its communications, the Customer is always obliged to use the agreed forms and contact data for the given communication method. The Customer is obliged to notify the Bank without delay and in written documentary form (or by another agreed method) of all changes in the Customer's identification data provided to the Bank in connection with the Agreement; this obligation also applies to changes in the identification data of authorised persons. Unless agreed otherwise, a change of data is effective for the Bank on the following business day after delivery of the notice under the previous sentence.

12.2 If the Customer does not notify the Bank in a due and timely manner of a change in identification and/or contact data or other vital information stated in the Agreement or in the Product Business Terms and Conditions, the Bank is not liable for damage thereby incurred by the Customer.

12.3 In signing the Agreement, the Customer confirms that he or she understands and agrees that the Bank will record all telephone communication by means of an audio recording device and that

these recordings can be used in case of need to clarify pertinent disputed matters, in resolving claims or possible disputes arising from the relations established by the Agreement, or for dealings with relevant supervisory bodies.

13. SECURITIES BROKERS GUARANTEE FUND AND OTHER PROTECTIVE SYSTEMS

13.1 The Securities Brokers Guarantee Fund (Section 128 et seq. of the Act on Capital Market Undertakings) provides a guarantee system from which are paid compensations resulting from a securities broker's inability to fulfil its obligations to customers. Compensation is provided to the customer (with exceptions according to Section 130, paragraphs 4 and 5 of the Act on Capital Market Undertakings) in the amount of 90% of the sum calculated according to Section 130, paragraphs 8 and 9 of that Act, but not greater than the sum in CZK equivalent to EUR 20,000 for a single customer of a single securities broker.

13.2 Detailed information about terms and conditions of providing this compensation, claim to the provision of compensation, and the method of claiming its payment is the subject of special information that the Customer received from the Bank in fulfilling its obligation as a securities broker to provide information to its Customers.

14. COMMON PROVISIONS

14.1 In signing the Agreement, the Customer confirms that he or she is aware of the fact and agrees that in connection with the Agreement the Bank, or a third party contracted by the Bank, including a foreign entity, may process and store his or her personal data to the extent necessary for exercising rights and fulfilling obligations arising from the Agreement, the Product Business Terms and Conditions and the General Business Terms and Conditions and will carry out this activity throughout the Agreement's effective period or, as the case may be, the duration of legal relations resulting from or relating to the Agreement. This provision does not affect the obligations of the Bank or of third parties contracted by the Bank ensuing from Act No. 101/2000 Coll., on Protection of Personal Data and Amendments of Some Related Acts, as amended.

14.2 Acts of the Customer that are in conflict with or evade legal regulations, the Agreement, the Product Business Terms and Conditions or the General Business terms and Conditions are not binding upon the Bank.

14.3 In signing the Agreement, the Customer confirms his or her agreement that the Bank, in connection with fulfilling its information obligation in accordance with the brokers' agreement on disclosing trades, may provide the relevant authorities with the necessary data about concluded trades for the purpose of their subsequent publication. Data about the Customer or, as the case may be, potentially leading to identification of the Customer, and data presented by the Customer in the Investment Questionnaire are not a subject of that agreement, and the Bank regards these, together with other data and information, as being subject to banking secrecy.

15. FINAL PROVISIONS

15.1 The Bank is entitled to amend the Product Business Terms and Conditions or add new provisions thereto, in particular concerning the definition of terms, rights and obligations of the parties, the extent and method of providing services, accepting, carrying out and settlement of Orders, deposit and/or custody of Securities, termination of the Agreement, remuneration and other costs,

communication, the scope of changes to the Product Business Terms and Conditions and the rules for implementing such changes. The Bank is entitled to amend the Product Business Terms and Conditions or to add new provisions thereto if a reasonable need for such changes or amendments arises, such as a need to change or newly and explicitly adjust certain rights and obligations of the parties in connection with a change in legal regulations, available technologies, a situation on financial markets, or the Bank's business policy. The Bank will send the wording of the changes and amendments, or the complete wording of such amended Product Business Terms and Conditions, to the Customer at least 2 months prior to the proposed effective date of such amendment by any means agreed for communication between the Bank and Customer under the relevant contractual relationship. If the Customer does not agree with the proposed amendment to the Product Business Terms and Conditions, he or she is thereby entitled to terminate the respective contractual relationship by providing to the Bank written notice of termination that is effective as of the day immediately preceding the effective date of the proposed amendment, or, if the law establishes such right for the Customer, with immediate effect. If the Customer does not reject the Bank's proposal, then the new wording of the Product Business Terms and Conditions becomes binding upon the concluded contractual relationship as a change in the originally agreed conditions of the contractual relationship, effective as from the date stated in the given amendment to the Product Business Terms and Conditions as the date upon which the new wording of the Product Business Terms and Conditions becomes valid.

- 15.2** Should the parties' rights and obligations governed by the Product Business Terms and Conditions change as a direct result of a change in legal regulations that cannot be contractually circumvented, the provisions of paragraph 15.1 of the Product Business Terms and Conditions shall not apply. The Bank will inform the Customer of any such change.
- 15.3** The relevant provisions of the General Business Terms and Conditions of UniCredit Bank Czech Republic, a.s. shall apply to relations not governed by the Agreement or the Product Business Terms and Conditions.
- 15.4** The Product Business Terms and Conditions may be translated into other languages. If any contradiction between various language versions occurs, the Czech version is the definitive version for interpreting the relevant provisions.
- 15.5** The Product Business Terms and Conditions cancel and replace the Business Terms and Conditions for Trading in Domestic Securities of UniCredit Bank Czech Republic, a.s., valid since 1 November 2012.
- 15.6** The Product Business Terms and Conditions are valid from 1 January 2014.